

## DIAMOND ALKALI SUPERFUND SITE SIX MONTH TOLLING AGREEMENT

The United States, on behalf of the United States Environmental Protection Agency, contends that it has a cause of action under Sections 107 and 113 of the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. §§ 9607 and 9613, against the undersigned Potentially Responsible Parties (hereinafter, "Cooperating Parties") for the recovery of response costs incurred and to be incurred by the United States in connection with the Diamond Alkali Superfund Site, including the property located at 80-120 Lister Avenue, Newark, New Jersey, the Lower Passaic River Study Area, and the areal extent of contamination (the "Site"). EPA has conducted response actions and incurred and continues to incur response costs related to the release or threatened release of hazardous substances at the Site. The claims described in this paragraph are hereinafter referred to as the "Tolled Claims."

The United States and Cooperating Parties ("Parties") enter into this Tolling Agreement to facilitate settlement negotiations between the Parties within the time period provided by this Tolling Agreement, without thereby altering the claims or defenses available to any Party hereto, except as specifically provided herein.

The Parties, in consideration of the covenants set out herein, agree as follows:

1. Notwithstanding any other provision of this Tolling Agreement, the period commencing on February 15, 2019 and ending on August 16, 2019, inclusive (the "Tolling Period"), shall not be included in computing the running of any statute of limitations potentially applicable to any action brought by the United States on the Tolled Claims.

2. Any defenses of laches, estoppel, or waiver, or other similar equitable defenses based upon the running or expiration of any time period shall not include the Tolling Period for the Tolled Claims.

3. A Cooperating Party shall not assert, plead, or raise against the United States in any fashion, whether by answer, motion or otherwise, any defense of laches, estoppel, or waiver, or other similar equitable defense based on the running of any statute of limitations or the passage of time during the Tolling Period in any action brought on the Tolled Claims.

4. This Tolling Agreement does not constitute any admission or acknowledgment of any fact, conclusion of law, or liability by any Party to this Tolling Agreement. Nor does this Tolling Agreement constitute any admission or acknowledgment on the part of the United States that any statute of limitations, or similar defense concerning the timeliness of commencing a civil action, is applicable to the Tolled Claims. The United States reserves the right to assert that no statute of limitations applies to any of the Tolled Claims and that no other defense based upon the timeliness of commencing a civil action is applicable. Each Cooperating Party reserves all rights and defenses it may have, except as set forth in this Tolling Agreement, to contest or defend any claim the United States may bring against the Cooperating Party.

5. This Tolling Agreement may not be modified except in a writing signed by the Parties. The Parties acknowledge that this Tolling Agreement may be extended for such period of time as the Parties agree to in writing.

6. It is understood that the United States may terminate settlement negotiations and commence suit at any time, upon provision of written notice by mail to Cooperating Parties. Where the United States elects to terminate negotiations under this Paragraph, the Tolling Period shall continue for the duration set forth in Paragraph 1. If the United States commences suit against some Cooperating Parties, the Tolling Period shall continue for the duration set forth in Paragraph 1 with respect to other Cooperating Parties. Nothing herein shall preclude the commencement of any action by the United States to protect the public health, welfare, or the environment without provision of advance notice.

7. This Tolling Agreement does not limit in any way the nature or scope of any claims that could be brought by the United States in a complaint against Cooperating Parties or the date on which the United States may file such a complaint, except as expressly stated herein.

8. This Tolling Agreement is not intended to affect any claims by or against third parties.

9. This Tolling Agreement is effective between the United States and each Cooperating Party upon execution by the Cooperating Party, and without the requirement of filing with the Court, and may be signed in counterparts.

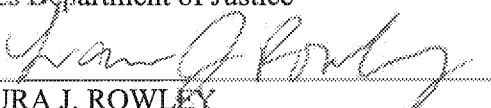
10. This Tolling Agreement contains the entire agreement between the Parties, and no statement, promise, or inducement made by any Party to this Tolling Agreement that is not set forth in this Tolling Agreement shall be valid or binding, nor shall it be used in construing the terms of this Tolling Agreement as set forth herein.

11. The undersigned representative of each of the Parties certifies that he or she is fully authorized to enter into the terms and conditions of this Tolling Agreement and to legally bind such party to all terms and conditions of this document. This Tolling Agreement shall be binding upon the United States, acting on behalf of the United States Environmental Protection Agency, and upon Cooperating Parties and their successors.

The United States, on behalf of the United States Environmental Protection Agency, consents to the terms and conditions of this Diamond Alkali Superfund Site Six Month Tolling Agreement by its duly authorized representatives on this 15th day of Feb., 2019.

ROBERT E. MAHER  
Assistant Section Chief  
Environmental Enforcement Section  
Environment & Natural Resources Division  
United States Department of Justice


By:

  
LAURA J. ROWLEY  
Senior Attorney  
Environmental Enforcement Section  
United States Department of Justice  
P.O. Box 7611  
Washington, D.C. 20044

On January 4, 2019, the Department of Justice circulated a two-year tolling agreement related to the Diamond Alkali Superfund Site to a group of parties known as the Cooperating Parties. On January 31, 2019, the Department of Justice circulated a six-month tolling agreement. A group of Cooperating Parties, identified in Attachment A, have authorized Shook, Hardy & Bacon LLP, David R. Erickson, to sign this six- month agreement on their behalf. The undersigned Cooperating Party consents to the terms and conditions of this Diamond Alkali Superfund Site Six Month Tolling Agreement by its duly authorized representative on this 18th day of February, 2019.

For: The companies listed on Attachment A.

By:

  
Signature

David R. Erickson

Printed Name

Partner at Shook, Hardy & Bacon – Counsel for the Small Parties Group

Title

2555 Grand Blvd.

Kansas City, MO 64105

Address

816-474-6550

Phone Number

derickson@shb.com

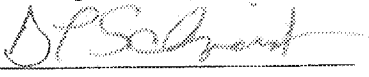
Email address

## **Attachment A**

1. 21st Century Fox America, Inc.
2. Arkema Inc
3. Ashland LLC
4. Atlantic Richfield Company
5. Berol Corporation
6. Congoleum Corporation
7. Conopco, Inc., d/b/a Unilever (as successor to CPC/Bestfoods, former parent of Penick Corporation)
8. CNA Holdings, LLC. and Celanese Ltd.
9. DII Industries, LLC
10. E. I. du Pont de Nemours and Company
11. EnPro Holdings, Inc. (successor to Coltec Industries, Inc.)
12. EPEC Polymers Inc. (El Paso Tennessee Pipeline Co. )
13. Essex Chemical Corporation
14. Givaudan Fragrances Corp.
15. Hexcel Corporation
16. ISP Chemicals LLC
17. Newall Brands Inc. (f/k/a/ Newell Rubbermaid Inc)
18. Pharmacia LLC
19. Pitt-Consol Chemical Company
20. Quala Systems, Inc.
21. Quality Carriers, Inc.
22. Safety-Kleen Envirosystems Company / McKesson Corporation
23. Stanley Black & Decker, Inc.
24. Sun Chemical Corporation
25. The Hartz Mountain Corporation
26. The Okonite Company, Inc.

The undersigned Cooperating Party consents to the terms and conditions of this Diamond Alkali Superfund Site Six Month Tolling Agreement by its duly authorized representative on this 4<sup>th</sup> day of February, 2019.

For: BASF Corporation (on its own behalf and on behalf of BASF Catalysts LLC)

By:   
Signature

David P. Schneider, Esq.  
Printed Name

Attorney for BASF Corporation  
Title

Bressler, Amery & Ross, P.C.

325 Columbia Tpk.

Florham Park, NJ 07932  
Address

973-966-9671  
Phone Number

dschneider@bressler.com  
Email address

The undersigned Cooperating Party consents to the terms and conditions of this Diamond Alkali Superfund Site Six Month Tolling Agreement by its duly authorized representative on this 4th day of February, 2019.

For: Benjamin Moore & Co.

By:



Signature

Eric R. Finkelman

Printed Name

Vice President & General Counsel

Title

Benjamin Moore & Co.

101 Paragon Drive

Montvale, NJ 07645

Address

(201) 973-6522

Phone Number

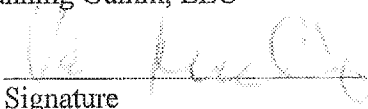
Eric.Finkelman@BenjaminMoore.Com

Email address

The undersigned Cooperating Party consents to the terms and conditions of this Diamond Alkali Superfund Site Six Month Tolling Agreement by its duly authorized representative on this 4th day of February, 2019.

For: Canning Gumm, LLC

By:

  
Signature

Victor J. Michels  
Printed Name

Assistant Secretary  
Title

245 Freight Street

Waterbury, CT 06702  
Address

561 207 9640  
Phone Number

vic.michels@pspcorporate.com  
Email address



The undersigned Cooperating Party consents to the terms and conditions of this Diamond Alkali Superfund Site Six Month Tolling Agreement by its duly authorized representative on this 4<sup>th</sup> day of February 2019.

For: CBS Corporation

A handwritten signature in black ink, appearing to read "Jeffrey B. Groy". The signature is fluid and cursive, with the first name "Jeffrey" being more prominent.

By: \_\_\_\_\_

Jeffrey B. Groy  
V.P. & Senior Counsel/Environmental  
CBS Corporation  
2 E. Mifflin Street, Suite 200  
Madison, WI 53703  
262-705-5079  
jeff.groy@cbs.com

The undersigned Cooperating Party consents to the terms and conditions of this Diamond Alkali Superfund Site Six Month Tolling Agreement by its duly authorized representative on this 1st day of February, 2019.

For: Chevron Environmental Management for itself and on behalf of Texaco Inc. and TRMI-H LLC

By:

  
Signature

Kari H. Endries

Printed Name

Vice President and Secretary

Title

6001 Bollinger Canyon Road

San Ramon, California 94583  
Address

(925) 842-2217

Phone Number

kendries@chevron.com

Email address

The undersigned Cooperating Party consents to the terms and conditions of this Diamond Alkali Superfund Site Six Month Tolling Agreement by its duly authorized representative on this 31st day of January, 2019.

For: ~~[Company Name]~~ Coats & Clark Inc.

By:

Jeffrey B. Gracer  
Signature

JEFFREY B. GRACER  
Printed Name

Principal, Sive, Payet & Riesel, P.C.  
Title

560 Lexington Avenue

15th Floor

NY, NY 10022  
Address

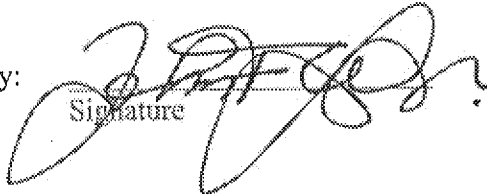
646-378-7280  
Phone Number

jgracer@sprlaw.com  
Email address

The undersigned Cooperating Party consents to the terms and conditions of this Diamond Alkali Superfund Site Six Month Tolling Agreement by its duly authorized representative on this 4th day of February 2019.

For: COOPER INDUSTRIES, LLC

By:

  
Signature

John F. Cermak, Jr.

Printed Name

Attorney and Authorized Signatory

Title

c/o Cermak & Inglin, LLP

12121 Wilshire Blvd., Suite 322

Los Angeles, CA 90025

Address

(424) 465-1531

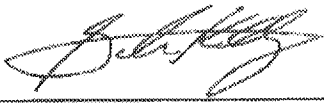
Phone Number

jcermak@cermaklegal.com

Email address

The undersigned Cooperating Party consents to the terms and conditions of this Diamond Alkali Superfund Site Tolling Agreement by its duly authorized representative on this 29th day of January, 2019. Six Month (WR)

For: Covanta Essex Company

By:   
Signature

Barbara Hopkinson Kelly, Esq.  
Printed Name

Attorney for Covanta Essex Company  
Title

Wilson Elser Moskowitz Edelman & Dicker LLP

200 Campus Drive

Florham Park, NJ 07932  
Address

973-735-5765  
Phone Number

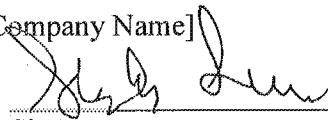
barbara.kelly@wilsonelser.com  
Email address

The undersigned Cooperating Party consents to the terms and conditions of this Diamond Alkali Superfund Site Six Month Tolling Agreement by its duly authorized representative on this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

Croda, Inc.

For: [Company Name]

By:

  
Signature

Stephen Swedlow

Printed Name

Counsel for Croda, Inc.

Title

Quinn Emanuel Urquhart & Sullivan LLP

191 N Wacker Drive, Suite 2700

Chicago IL 60606

Address

312-705-7488

Phone Number

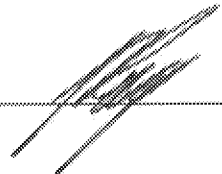
stephenswedlow@quinnemanuel.com

Email address

The undersigned Cooperating Party consents to the terms and conditions of this Diamond Alkali Superfund Site Six Month Tolling Agreement by its duly authorized representative on this 4<sup>th</sup> day of February, 2019.

For: Emerald Kalama Chemical LLC

By: \_\_\_\_\_

  
James P. Ray, Esq.,  
Its Outside Counsel  
Robinson & Cole LLP  
280 Trumbull Street  
Hartford, CT 06103  
(860) 275-8257  
[jray@rc.com](mailto:jray@rc.com)

The undersigned Cooperating Party consents to the terms and conditions of this Diamond Alkali Superfund Site Six Month Tolling Agreement by its duly authorized representative on this 4th day of February, 2019.

For: Franklin-Burlington Plastics, Inc.

By: Lowenstein Sandler LLP

  
Norman W. Spindel

Counsel for Franklin-Burlington Plastics, Inc.

One Lowenstein Drive  
Roseland, NJ 07068  
Tel: 973.598.2514  
[nwspindel@lowenstein.com](mailto:nwspindel@lowenstein.com)



The undersigned Cooperating Party consents to the terms and conditions of this Diamond Alkali Superfund Site Six Month Tolling Agreement by its duly authorized representative on this 4th day of February, 2019.

For: Garfield Molding Co., Inc. (by counsel)

By:

  
Signature

Patrick J. McStravick, Esquire  
Printed Name

Attorney  
Title

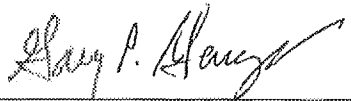
Ricci Tyrrell Johnson & Grey  
1515 Market Street – Suite 700  
Philadelphia, PA 19102  
Address

(215) 320-2087  
Phone Number

pmcstravick@rtjglaw.com  
Email address

The undersigned Cooperating Party consents to the terms and conditions of this Diamond Alkali Superfund Site Six Month Tolling Agreement by its duly authorized representative on this 4th day of February, 2019.

For: General Electric Company

By:   
Signature

Gary P. Gengel  
Printed Name

Attorney for General Electric Company  
Title

Latham & Watkins LLP

885 Third Avenue

New York, NY 10025  
Address


212-906-1200  
Phone Number

gary.gengel@lw.com  
Email address

The undersigned Cooperating Party consents to the terms and conditions of this Diamond Alkali Superfund Site Six Month Tolling Agreement by its duly authorized representative on this 4<sup>th</sup> day of February, 2019.

For: Goodrich Corporation

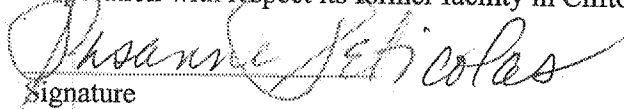
By: \_\_\_\_\_

  
James P. Ray, Esq.,  
Its Outside Counsel  
Robinson & Cole LLP  
280 Trumbull Street  
Hartford, CT 06103  
(860) 275-8257  
[jray@rc.com](mailto:jray@rc.com)

The undersigned Cooperating Party consents to the terms and conditions of this Diamond Alkali Superfund Site Six Month Tolling Agreement by its duly authorized representative on this 4th day of February, 2019.

For: Harris Corporation for itself and as successor in interest to Exelis Inc, successor in interest to ITT Corporation with respect its former facility in Clifton and Nutley New Jersey.

By:

  
Signature

Susanne Peticolas  
Printed Name

Attorney for Harris Corporation  
Title

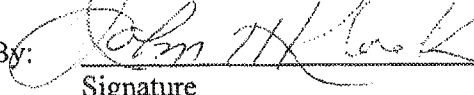
Gibbons P.C.  
One Gateway Center  
Newark, NJ 07102  
Address

973-596-4751  
Phone Number

speticolas@gibbonslaw.com  
Email address

The undersigned Cooperating Party consents to the terms and conditions of this Diamond Alkali Superfund Site Six Month Tolling Agreement by its duly authorized representative on this 4<sup>th</sup> day of February, 2019

For: Hoffmann-La Roche Inc.

By:   
Signature

John H. Klock  
Printed Name

Outside Counsel for Hoffmann-La Roche Inc.  
Title


One Gateway Center  
Newark, New Jersey 07102  
Address

(973) 596-4757  
Phone number

jklock@gibbonslaw.com  
Email Address

The undersigned Cooperating Party consents to the terms and conditions of this Diamond Alkali Superfund Site Six Month Tolling Agreement by its duly authorized representative on this 1 day of February, 2019.

For: Honeywell International Inc.

By:   
Signature


Jeremy C. Karpatkin  
Counsel to Honeywell International Inc.

Arnold & Porter Kaye Scholer LLP  
601 Massachusetts Avenue, NW  
Washington, D.C. 20001-3743  
202-942-5564  
Jeremy.Karpatkin@arnoldporter.com

The undersigned Cooperating Party consents to the terms and conditions of this Diamond Alkali Superfund Site Six Month Tolling Agreement by its duly authorized representative on this 4<sup>th</sup> day of February, 2019.

For: Kalama Specialty Chemicals, Inc.

By: \_\_\_\_\_

  
James P. Ray, Esq.,  
Its Outside Counsel  
Robinson & Cole LLP  
280 Trumbull Street  
Hartford, CT 06103  
(860) 275-8257  
[jray@rc.com](mailto:jray@rc.com)

The undersigned Cooperating Party consents to the terms and conditions of this Diamond Alkali Superfund Site Six Month Tolling Agreement by its duly authorized representative on this 4 day of Feb, 2019.

For: [Company Name] Leemills Petroleum, Inc.

By: Nicole R. Moshang  
Signature

Nicole R. Moshang  
Printed Name

Outside Counsel  
Title

Manko Gold Katcher + Fox, LLP  
401 City Ave, Suite 901  
Bala Cynwyd, PA 19004  
Address

484-430-2324  
Phone Number

NMoshang@mankogold.com  
Email address



The undersigned Cooperating Party consents to the terms and conditions of this Diamond Alkali Superfund Site Six Month Tolling Agreement by its duly authorized representative on this 4th day of February, 2019.

For: Legacy Vulcan, LLC

By: Eddie Lewis  
Signature

EDDIE LEWIS  
Printed Name

ATTORNEY  
Title

NORTON ROSE FULBRIGHT US LLP  
1301 MCKINNEY SUITE 5100  
HOUSTON TX 77010  
Address

713 651 3760  
Phone Number

eddie.lewis@nortonrosefulbright.com  
Email address

The undersigned Cooperating Party consents to the terms and conditions of this Diamond Alkali Superfund Site Tolling Agreement by its duly authorized representative on this 29th day of January, 2019. *✓ Six Month (LSP)*

For: National-Standard LLC

By:



Signature

Barbara Hopkinson Kelly, Esq.  
Printed Name

Attorney for National-Standard LLC  
Title

Wilson Elser Moskowitz Edelman & Dicker LLP

200 Campus Drive

Florham Park, NJ 07932  
Address

973-735-5765

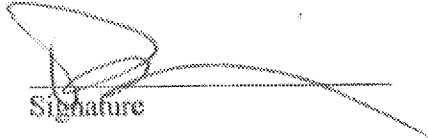
Phone Number

barbara.kelly@wilsonelser.com  
Email address

The undersigned Cooperating Party consents to the terms and conditions of this Diamond Alkali Superfund Site Six Month Tolling Agreement by its duly authorized representative on this 4th day of February, 2019.

For: The Newark Group, Inc.

By:

  
Signature

David M. Meezan

Printed Name

Attorney-in-fact for The Newark Group, Inc

Title

Kazmarek Mowrey Cloud Laseter LLP

1230 Peachtree Street, Suite 900

Atlanta, GA 30309

Address

404-969-0733

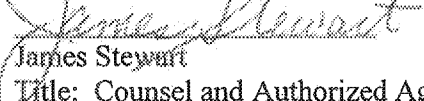
Phone Number

dmeezan@kmcllaw.com

Email address

The undersigned Cooperating Party consents to the terms and conditions of this Diamond Alkali Superfund Site Six Month Tolling Agreement by its duly authorized representative on this 1<sup>st</sup> day of February, 2019.

For: Notia of America Corporation

By:   
James Stewart  
Title: Counsel and Authorized Agent

One Lowenstein Drive  
Roseland, NJ 07068  
Address


973.597.2522  
Telephone Number

jstewart@lowenstein.com  
Email address

The undersigned Cooperating Party consents to the terms and conditions of this Diamond Alkali Superfund Site Six Month Tolling Agreement by its duly authorized representative on this 4<sup>th</sup> day of February, 2019.

For: Noveon Hilton Davis, Inc.

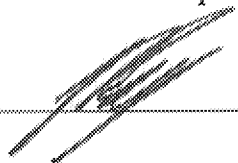
By: \_\_\_\_\_

  
James P. Ray, Esq.,  
Its Outside Counsel  
Robinson & Cole LLP  
280 Trumbull Street  
Hartford, CT 06103  
(860) 275-8257  
[jray@rc.com](mailto:jray@rc.com)

The undersigned Cooperating Party consents to the terms and conditions of this Diamond Alkali Superfund Site Six Month Tolling Agreement by its duly authorized representative on this 4<sup>th</sup> day of February, 2019.

For: Otis Elevator Company

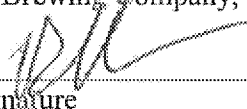
By: \_\_\_\_\_

  
James P. Ray, Esq.,  
Its Outside Counsel  
Robinson & Cole LLP  
280 Trumbull Street  
Hartford, CT 06103  
(860) 275-8257  
[jray@rc.com](mailto:jray@rc.com)

The undersigned Cooperating Party consents to the terms and conditions of this Diamond Alkali Superfund Site Six Month Tolling Agreement by its duly authorized representative on this \_\_\_\_ day of \_\_\_\_, 2019.

For: Pabst Brewing Company, LLC [Company Name]

By:

  
Signature

Rob Urband  
Printed Name

Chief Legal Officer  
Title

10635 Santa Monica Blvd

Suite 350

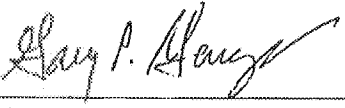
Los Angeles, CA 90025  
Address

(310) 470-0962  
Phone Number

rurband@pabst.com  
Email address

The undersigned Cooperating Party consents to the terms and conditions of this Diamond Alkali Superfund Site Six Month Tolling Agreement by its duly authorized representative on this 4th day of February, 2019.

For: PPG Industries, Inc.

By:   
Signature

Gary P. Gengel  
Printed Name

Attorney for PPG Industries, Inc.  
Title

Latham & Watkins LLP

885 Third Avenue

New York, NY 10025  
Address

212-906-1200  
Phone Number

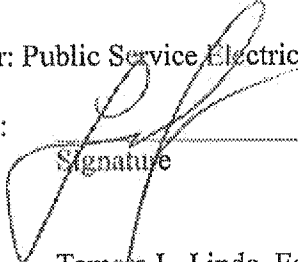
[gary.gengel@lw.com](mailto:gary.gengel@lw.com)  
Email address



The undersigned Cooperating Parties consent to the terms and conditions of this Diamond Alkali Superfund Site Six Month Tolling Agreement by their duly authorized representative on this 7 day of Feb, 2019.

For: Public Service Electric and Gas Company and PSEG Fossil, LLC

By:

  
Signature

Tamara L. Linde, Esq.  
Printed Name

Executive Vice President and General Counsel  
Title

80 Park Plaza  
Newark, NJ 07101  
Address

(973) 430-8058  
Phone Number

Tamara.Linde@pseg.com  
Email address

The undersigned Cooperating Party consents to the terms and conditions of this Diamond Alkali Superfund Site Tolling Agreement by its duly authorized representative on this 30<sup>th</sup> day of January, 2019. <sup>v</sup> Six Month (LJK)

For: Purdue Pharma Technologies Inc.

By: James Stewart  
James Stewart  
Title: Counsel and Authorized Agent

One Lowenstein Drive  
Roseland, NJ 07068  
Address

973.597.2522  
Telephone Number

jstewart@lowenstein.com  
Email Address

The undersigned Cooperating Party consents to the terms and conditions of this Diamond Alkali Superfund Site Six Month Tolling Agreement by its duly authorized representative on this 30th day of January 2019.

For: Revere Smelting and Refining Corp.

By: Jane C Luxton  
Signature

Jane C. Luxton  
Printed Name

Member  
Title

Clark Hill PLC

1001 Pennsylvania Ave., N.W.

Washington, DC 20004  
Address

202 572 8674  
Phone Number

jluxton@clarkhill.com  
Email address

The undersigned Cooperating Party consents to the terms and conditions of this Diamond Alkali Superfund Site Tolling Agreement by its duly authorized representative on this 1st day of February 2019. Six Month (LTA)

Royce Associates (LTA)

For: [Company Name]

By:

Signature

Albert J. Royce, II  
Printed Name

President, Monroco, Inc., G.P.  
Title


Royce Associates, LP  
35 Carlton Avenue  
Fairbairn, NY 07073  
Address

201-438-5200  
Phone Number

AJ.Royce@ROYCEGLOBAL.COM  
Email address

The undersigned Cooperating Party consents to the terms and conditions of this Diamond Alkali Superfund Site Six Month Tolling Agreement by its duly authorized representative on this 4th day of February, 2019.

For: Sequa Corporation

By:   
Signature

Gary P. Gengel  
Printed Name

Attorney for Sequa Corporation  
Title

Latham & Watkins LLP

885 Third Avenue

New York, NY 10025  
Address

212-906-1200  
Phone Number

gary.gengel@lw.com  
Email address

The undersigned Cooperating Party consents to the terms and conditions of this Diamond Alkali Superfund Site Six Month Tolling Agreement by its duly authorized representative on this 4th day of Feb., 2019.

For: [Company Name] The Shaw-Williams Company

By: Herbert R. Bennett  
Signature

Herbert R. Bennett  
Printed Name

Attorney  
Title

Cullen and Dykman

229 NASSAU ST.

Princeton, N.J. 08542  
Address

609-279-0900  
Phone Number

hbennett@cullenanddykman.com  
Email address

The undersigned Cooperating Party consents to the terms and conditions of this Diamond Alkali Superfund Site Six Month Tolling Agreement by its duly authorized representative on this 4th day of February, 2019.

For: STWB Inc.

By: 

Signature

Heidi S. Minuskin

Timothy I. Duffy

Printed Name

Counsel for STWB

Title

Coughlin Duffy LLP

350 Mount Kemble Avenue

Morristown, NJ 07962

Address

973-631-6026; 973-631-6002

Phone Number

hminuskin@coughlinduffy.com;

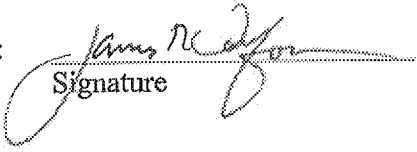
tduffy@coughlinduffy.com

Email address

The undersigned Cooperating Party consents to the terms and conditions of this Diamond Alkali Superfund Site Six Month Tolling Agreement by its duly authorized representative on this 4th day of February, 2019.

For: SUN CHEMICAL CORPORATION

By:

  
Signature

James R. Van Horn  
Printed Name

Vice President, General Counsel and Secretary  
Title

35 Waterview Boulevard

Parsippany, NJ 07054  
Address

973-404-6550  
Phone Number

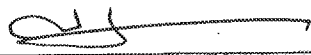
jim.vanhorn@sunchemical.com  
Email address



The undersigned Cooperating Party consents to the terms and conditions of this Diamond Alkali Superfund Site Six Month Tolling Agreement by its duly authorized representative on this 4th day of February, 2019.

For: Tate & Lyle Ingredients Americas LLCC

By:

  
Signature

John R. Holsinger  
Printed Name

Attorney  
Title

Two University Plaza  
Suite 300  
Hackensack, NJ 07601  
Address

(201) 487-9000  
Phone Number

johnh@jrholdersinger.com  
Email address

The undersigned Cooperating Party consents to the terms and conditions of this Diamond Alkali Superfund Site Tolling Agreement by its duly authorized representative on this 15<sup>th</sup> day of February 2019. six months SHB

For: [Company Name] Textron Inc.

By: [Signature]  
Signature

Jamieson Schiff  
Printed Name

Executive Counsel  
Title

Textron Inc.

40 Westminster St.

Providence, RI 02903  
Address

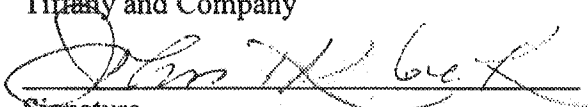
401-457-2422  
Phone Number

j.schiff@textron.com  
Email address

The undersigned Cooperating Party consents to the terms and conditions of this Diamond Alkali Superfund Site Six Month Tolling Agreement by its duly authorized representative on this 4<sup>th</sup> day of February, 2019

For: Tiffany and Company

By:

  
Signature

John H. Klock

Printed Name

Outside Counsel for Tiffany and Company

Title

One Gateway Center

Newark, New Jersey 07102

Address

(973) 596-4757

Phone number

jklock@gibbonslaw.com

Email Address

The undersigned Cooperating Party consents to the terms and conditions of this Diamond Alkali Superfund Site Six Month Tolling Agreement by its duly authorized representative on this 4 day of Feb, 2019.

For: [Company Name] ALDON LEGOS INC.

By: Andy Epstein  
Signature

ANDREW EPSTEIN  
Printed Name

PRGS.  
Title

ALDON LEGOS INC.  
55 JACOBYS AVE  
KEARNY NJ 07032  
Address

973-589-3544  
Phone Number

andyepst@aol.com  
Email address

The undersigned Cooperating Party consents to the terms and conditions of this Diamond Alkali Superfund Site Six Month Tolling Agreement by its duly authorized representative on this 4<sup>th</sup> day of Feb 2019.

For: [Company Name] Alliance Chemical Inc.

By:

  
Signature


Lee Henig-Elona  
Printed Name

Attorney  
Title

Gordon Pees  
18 Columbia Tpk  
Florham Park NJ 07933  
Address

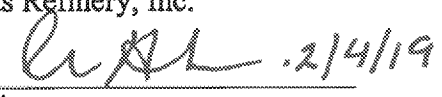
(973) 549-2520  
Phone Number

lhenig-elona@grsm.com  
Email address

 (LJP)  
The undersigned ~~Cooperating Party~~ consents to the terms and conditions of this Diamond Alkali Superfund Site Six Month Tolling Agreement by its duly authorized representative on this 4<sup>th</sup> day of February, 2019.

For: Atlas Refinery, Inc.

By:

 .2/4/19  
Signature

Thomas Prol, Esq.  
Printed Name

Attorney at law of NJ  
Title

60 Blue Heron Rd., Suite 300  
Sparta, NJ 07871  
Address

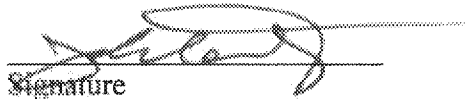
973-729-1880  
Phone Number

tprol@icrlaw.com  
Email address

The undersigned Cooperating Party consents to the terms and conditions of this Diamond Alkali Superfund Site Six Month Tolling Agreement by its duly authorized representative on this 4<sup>th</sup> day of February, 2019.

For: Darling Ingredients Inc.

By:

  
Signature

John F. Sterling  
Printed Name

EVP -- General Counsel  
Title

251 O'Connor Ridge Blvd.

Suite 300

Irving, TX 72038  
Address

972-281-4402  
Phone Number

jsterling@darlingii.com  
Email address

The undersigned Cooperating Party consents to the terms and conditions of this Diamond Alkali Superfund Site Six Month Tolling Agreement by its duly authorized representative on this 6<sup>th</sup> day of Feb., 2019.

For: [Company Name]

Borough of East Newark (LPR)

By:

Signature

Neil Marotta  
Printed Name

Borough Attorney  
Title

3916 Bergenline Ave.  
Suite 2200  
Union City, NJ 07087  
Address

201-552-9200  
Phone Number

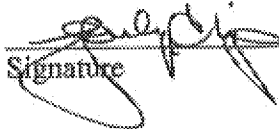
MGC Lawyers @ AOL.COM  
Email address



The undersigned Cooperating Party consents to the terms and conditions of this Diamond Alkali Superfund Site Six Month Tolling Agreement by its duly authorized representative on this 1<sup>st</sup> day of February, 2019.

For: Elan Chemical Company, Inc.

By:

  
Signature

Jocelyn Manship  
Printed Name

President  
Title

268 Doremus Ave.

Newark, NJ 07105

\_\_\_\_\_  
Address

(973) 344 8014  
Phone Number

jmanship@elan-chemical.com  
Email address

For: [Company Name] Kearny Smelting + Refining Corp.

Lee Henig - Elona

Attorney

Gordon Rees

18 Columbia Tpk

Florham PK 07933

(973) 549-2520

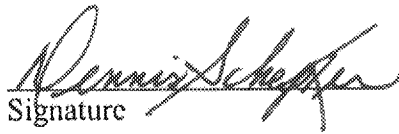
lhenig-elona@grsm.com

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The undersigned Cooperating Party consents to the terms and conditions of this Diamond Alkali Superfund Site Six Month Tolling Agreement by its duly authorized representative on this fourth day of February, 2019.

For: Neu Holdings U.S. Corporation

By:

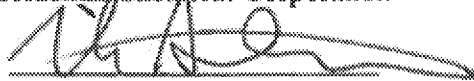
  
Signature

Dennis Schepker  
Corporate Secretary  
Neu Holdings U.S. Corporation  
c/o Eden Wood Realty LLC  
47 Parsippany Road  
Whippany, NJ 07923  
973.428.0065  
dennis@edenwoodrealty.com

The undersigned Cooperating Party consents to the terms and conditions of this Diamond Alkali Superfund Site Six Month Tolling Agreement by its duly authorized representative on this 1st day of Feb, 2019.

For: Occidental Chemical Corporation

By:

  
Signature

Michael G. Anderson  
Printed Name

Vice-President, Occidental Chemical Corporation

5 Greenway Plaza  
Houston TX 77046  
Telephone 713.350.4925  
Mike\_anderson@oxy.com

The undersigned Cooperating Party consents to the terms and conditions of this Diamond Alkali Superfund Site Six Month Tolling Agreement by its duly authorized representative on this 31<sup>st</sup> day of January, 2019.

For: PASSAIC VALLEY SEWERAGE COMMISSIONERS

By:



MICHAEL D. WITT, ESQ.  
General Counsel

600 Wilson Avenue  
Newark, New Jersey 07105  
(973) 817-5944  
[mwitt@pvsc.com](mailto:mwitt@pvsc.com)

The undersigned Cooperating Party consents to the terms and conditions of this Diamond Alkali Superfund Site Six Month Tolling Agreement by its duly authorized representative on this 4 day of Feb, 2019.

For: [Company Name] Seton Company

By: 

Signature

Alexander A. Friend  
Printed Name

VP  
Title

310 South St, 2nd Flr  
Morristown, NJ 07960

Address

201 712 0075  
Phone Number

alex@friends/coler.com  
Email address

The undersigned Cooperating Party consents to the terms and conditions of this Diamond Alkali Superfund Site Six Month Tolling Agreement by its duly authorized representative on this 4<sup>th</sup> day of Feb, 2019.

For: [Company Name] Teval Corporation

By:

  
Signature

Lee Henig-Elona  
Printed Name

Attorney  
Title

Gordon Rees  
18 Columbia Tpk  
Florham Park NJ 07933  
Address

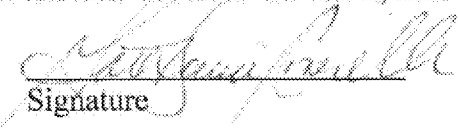
(973) 549-2520  
Phone Number

lhenig-elona@grsm.com  
Email address

The undersigned Party consents to the terms and conditions of this Diamond Alkali Superfund Site Six Month Tolling Agreement by its duly authorized representative on this 18 day of February 2019.

For: WestRock-Southern Container, LLC

By:

  
Signature

Gail Howie Conenello, Esq.  
Printed Name

Counsel for WestRock-Southern Container, LLC  
Title

K&L Gates LLP

One Newark Center

Newark, NJ 07102  
Address

973-848-4048  
Phone Number

[gail.conenello@klgates.com](mailto:gail.conenello@klgates.com)  
Email address